

CENTERRA METROPOLITAN DISTRICT NOS. 1-5

NOTICE OF REGULAR MEETING AND AGENDA

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expiration</u>
Kim Perry	President & Chairperson	May 2025
David Spaeth	Vice President	May 2027
Josh Kane	Treasurer & Secretary	May 2025
VACANT		May 2027
Tim DePeder	Asst. Secretary & Asst. Treasurer	May 2025

Date: September 21, 2023 (Thursday)

Time: 1:00 P.M.

Place: MS TEAMS & Teleconference

[Click here to join the meeting](#) (Please press the control key and click to access hyperlink)
+1 720-721-3140; Conference ID: 850 488 53# (If joining the meeting by phone)

I. ADMINISTRATIVE ITEMS

- A. Call to Order.
- B. Declaration of Quorum/Director Disclosure of any Potential Conflicts of Interest.
- C. Approval of Agenda. **(Pages 1-2)**
- D. Consider Appointment to fill Board Vacancy and Elect Officers.
- E. Public Comment. (Limited to 3-Minutes Per Person).
- F. Director Comment.

II. CONSENT AGENDA

- A. Approval of Minutes – August 3, 2023, Special Meeting.
(To Be Distributed Under Separate Cover)
- B. Ratification of Payables. **(Pages 3-17)**
- C. Review and Consider unaudited Financial Statements for the period ending July 31, 2023. **(To Be Distributed Under Separate Cover)**
- D. Ratification of Contract Modifications. **(Pages 18-19)**

III. DISTRICT MANAGER ITEMS

- A. District Manager’s Report. **(Pages 20-22)**

IV. CAPITAL INFRASTRUCTURE ITEMS

- A. District Capital Infrastructure Report and District Project Manager Update.
(Pages 23-27)
- B. Capital Fund Summary and Capital Needs Assessment Review.
(To Be Distributed Under Separate Cover)
- C. Budget Approval and Contracting. **(To Be Distributed Under Separate Cover)**
 - i. Kendall Parkway, Rocky Mtn. to Centerra Pkwy (CFS #19).

- 1. Present Bid Summary Memorandum for Kendall Parkway to Mobility Hub Public Infrastructure.
- 2. Consider Approval of Construction Contract with TBD for (\$TBD).
- 3. Consider Approval of Work Order with McWhinney Real Estate Services for District Project Management Services (\$TBD).
- 4. Consider Approval of Amended Project Budget (\$TBD).
- ii. Parcel 504 Phase 2 (CFS#10)
 - 1. Consider Approval of CO 1 to Work Order 2021-04 with McWhinney Real Estate Services for District Project Management Services (\$TBD).

V. FINANCIAL ITEMS

- A. Finance Manager’s Report. **(Pages 28-29)**
- B. Review and Consider Approval of 2022 Audit for Centerra Metropolitan District No. 1. **(To Be Distributed Under Separate Cover)**

VI. LEGAL ITEMS

- A. Consideration and Approval of First Amendment to Resolution Regarding District Facilities, and in connection therewith, Rules for Use of Park Facilities, Application for First Amendment Demonstration Permit, and Event License Agreement. **(Pages 30-39)**
- B. Consideration and Approval of First Amendment to Intergovernmental Agreement Regarding Allocation of Costs of Public Improvements with Kinston Metropolitan District No. 1. **(Pages 40-42)**

VII. DIRECTOR ITEMS

VIII. OTHER MATTERS

IX. EXECUTIVE SESSION – If necessary, pursuant to § 24-6-402(4)(b), C.R.S. for the purpose of receiving legal advice on specific legal questions.

X. ADJOURNMENT

****The next Regular Meeting is scheduled for October 19, 2023****

Centerra Metropolitan District
Check/Voucher Register
From 7/6/2023 Through 9/9/2023

Check #	Check Date	Vendor Name	Transaction Description	Check Amount
8072	8/2/2023	City of Loveland	CEN-PT	<u>330.00</u>
Total 8072				330.00
ACH 070623 001	7/6/2023	Bill.com	Software - ACH	<u>151.45</u>
Total ACH 070623 001				151.45
ACH 070623 002	7/6/2023	Little Thompson Water District	Water Usage	<u>36.99</u>
Total ACH 070623 002				36.99
ACH 071123 001	7/11/2023	Fort Collins-Loveland Water District	Water Usage	<u>17.01</u>
Total ACH 071123 001				17.01
ACH 071123 002	7/11/2023	Fort Collins-Loveland Water District	Water Usage	<u>17.01</u>
Total ACH 071123 002				17.01
ACH 072623 001	7/26/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>29.34</u>
Total ACH 072623 001				29.34
ACH 072623 002	7/26/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>1,594.61</u>
Total ACH 072623 002				1,594.61
ACH 072623 003	7/26/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>2,151.45</u>
Total ACH 072623 003				2,151.45
ACH 072623 004	7/26/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>37.87</u>
Total ACH 072623 004				37.87
ACH 072623 005	7/26/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>292.90</u>
Total ACH 072623 005				292.90
ACH 072623 006	7/26/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>626.91</u>
Total ACH 072623 006				626.91
ACH 072623 007	7/26/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>4,756.82</u>
Total ACH 072623 007				4,756.82
ACH 072623 008	7/26/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>40.85</u>
Total ACH 072623 008				40.85
ACH 072623 009	7/26/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>4,443.57</u>
Total ACH 072623 009				4,443.57

Centerra Metropolitan District
Check/Voucher Register
From 7/6/2023 Through 9/9/2023

Check #	Check Date	Vendor Name	Transaction Description	Check Amount
ACH 072623 010	7/26/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>1,553.27</u>
Total ACH 072623 010				1,553.27
ACH 072623 011	7/26/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>1,512.54</u>
Total ACH 072623 011				1,512.54
ACH 072623 012	7/26/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>944.06</u>
Total ACH 072623 012				944.06
ACH 072623 013	7/26/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>3,068.96</u>
Total ACH 072623 013				3,068.96
ACH 072623 014	7/26/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>91.51</u>
Total ACH 072623 014				91.51
ACH 072623 015	7/26/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>33.67</u>
Total ACH 072623 015				33.67
ACH 072623 016	7/26/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>1,051.44</u>
Total ACH 072623 016				1,051.44
ACH 072623 017	7/26/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>161.94</u>
Total ACH 072623 017				161.94
ACH 072623 018	7/26/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>103.84</u>
Total ACH 072623 018				103.84
ACH 072623 019	7/26/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>67.39</u>
Total ACH 072623 019				67.39
ACH 072623 020	7/26/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>1,912.88</u>
Total ACH 072623 020				1,912.88
ACH 072623 021	7/26/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>72.41</u>
Total ACH 072623 021				72.41
ACH 072623 022	7/26/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>29.48</u>
Total ACH 072623 022				29.48

Centerra Metropolitan District
Check/Voucher Register
From 7/6/2023 Through 9/9/2023

Check #	Check Date	Vendor Name	Transaction Description	Check Amount
ACH 072623 023	7/26/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>49.92</u>
Total ACH 072623 023				49.92
ACH 072623 024	7/26/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>70.24</u>
Total ACH 072623 024				70.24
ACH 072623 025	7/26/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>864.46</u>
Total ACH 072623 025				864.46
ACH 072623 026	7/26/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>37.05</u>
Total ACH 072623 026				37.05
ACH 072623 027	7/26/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>1,540.17</u>
Total ACH 072623 027				1,540.17
ACH 072623 028	7/26/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>7.07</u>
Total ACH 072623 028				7.07
ACH 072623 029	7/26/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>29.88</u>
Total ACH 072623 029				29.88
ACH 072623 030	7/26/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>29.20</u>
Total ACH 072623 030				29.20
ACH 072623 031	7/26/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>512.88</u>
Total ACH 072623 031				512.88
ACH 072623 032	7/26/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>1,691.81</u>
Total ACH 072623 032				1,691.81
ACH 072623 033	7/26/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>19.31</u>
Total ACH 072623 033				19.31
ACH 072623 034	7/26/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>471.18</u>
Total ACH 072623 034				471.18
ACH 072623 035	7/26/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>50.75</u>
Total ACH 072623 035				50.75
ACH 072623 036	7/26/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>29.74</u>
Total ACH 072623 036				29.74

Centerra Metropolitan District
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From 7/6/2023 Through 9/9/2023

Check #	Check Date	Vendor Name	Transaction Description	Check Amount
ACH 072623 037	7/26/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>841.84</u>
Total ACH 072623 037				841.84
ACH 072623 038	7/26/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>1,271.33</u>
Total ACH 072623 038				1,271.33
ACH 072623 039	7/26/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>993.18</u>
Total ACH 072623 039				993.18
ACH 072623 040	7/26/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>2,230.02</u>
Total ACH 072623 040				2,230.02
ACH 072623 041	7/26/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>757.82</u>
Total ACH 072623 041				757.82
ACH 072623 042	7/26/2023	City of Loveland Water & Power Dept	Water Usage	<u>459.23</u>
Total ACH 072623 042				459.23
ACH 072623 043	7/26/2023	City of Loveland Water & Power Dept	Water Usage	<u>31.91</u>
Total ACH 072623 043				31.91
ACH 072623 044	7/26/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>32.75</u>
Total ACH 072623 044				32.75
ACH 072623 045	7/26/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>31.89</u>
Total ACH 072623 045				31.89
ACH 072623 046	7/26/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>31.73</u>
Total ACH 072623 046				31.73
ACH 072823 001	7/28/2023	All Sweep, Inc.	Sweeping	<u>490.00</u>
Total ACH 072823 001				490.00
ACH 072823 002	7/28/2023	Affordable Pest Control	Pest Control	<u>450.00</u>
Total ACH 072823 002				450.00
ACH 072823 003	7/28/2023	Tim DePeder	Director Fees	<u>186.45</u>
Total ACH 072823 003				186.45
ACH 072823 004	7/28/2023	Susanne Durkin-Schindler	Accounting & Financial Management	<u>2,781.25</u>
Total ACH 072823 004				2,781.25

Centerra Metropolitan District
Check/Voucher Register
From 7/6/2023 Through 9/9/2023

Check #	Check Date	Vendor Name	Transaction Description	Check Amount
ACH 072823 005	7/28/2023	Environmental Designs, Inc.	Flower Installation & Maintenance	14,664.15
ACH 072823 005	7/28/2023	Environmental Designs, Inc.	Irrigation Repair & Upgrade	20,612.88
ACH 072823 005	7/28/2023	Environmental Designs, Inc.	Manicured Landscaping O&M	32,845.85
ACH 072823 005	7/28/2023	Environmental Designs, Inc.	Mowing and Weed Control	6,449.77
ACH 072823 005	7/28/2023	Environmental Designs, Inc.	Native Area O&M	748.09
ACH 072823 005	7/28/2023	Environmental Designs, Inc.	Site Cleanup	<u>3,250.00</u>
Total ACH 072823 005				78,570.74
ACH 072823 006	7/28/2023	Fiske Electric	Lighting and Electrical O&M	<u>495.00</u>
Total ACH 072823 006				495.00
ACH 072823 007	7/28/2023	Foothills Landscape Maintenance, LLC	Mowing and Weed Control	<u>14,185.00</u>
Total ACH 072823 007				14,185.00
ACH 072823 008	7/28/2023	GreenEarth Midwest, LLC	Irrigation Repair & Upgrade	832.82
ACH 072823 008	7/28/2023	GreenEarth Midwest, LLC	Manicured Landscaping O&M	3,584.00
ACH 072823 008	7/28/2023	GreenEarth Midwest, LLC	Native Area O&M	94.00
ACH 072823 008	7/28/2023	GreenEarth Midwest, LLC	Site Cleanup	<u>1,376.54</u>
Total ACH 072823 008				5,887.36
ACH 072823 009	7/28/2023	High Plains Environmental Center	Chapungu Hardscape/Building Maintenance	<u>787.50</u>
Total ACH 072823 009				787.50
ACH 072823 010	7/28/2023	High Plains Environmental Center	Chapungu O&M	<u>20,182.84</u>
Total ACH 072823 010				20,182.84
ACH 072823 011	7/28/2023	Icenogle Seaver Pogue, P.C.	Legal	<u>16,489.82</u>
Total ACH 072823 011				16,489.82
ACH 072823 012	7/28/2023	Josh Kane	Director Fees	<u>186.45</u>
Total ACH 072823 012				186.45
ACH 072823 013	7/28/2023	McWhinney Real Estate Services, Inc	MRES Invoice	<u>4,950.00</u>
Total ACH 072823 013				4,950.00
ACH 072823 014	7/28/2023	McWhinney Real Estate Services, Inc	Chapungu Hardscape/Building Maintenance	<u>144.70</u>
Total ACH 072823 014				144.70
ACH 072823 015	7/28/2023	Kim Perry	Director Fees	<u>184.70</u>
Total ACH 072823 015				184.70

Centerra Metropolitan District
Check/Voucher Register
From 7/6/2023 Through 9/9/2023

Check #	Check Date	Vendor Name	Transaction Description	Check Amount
ACH 072823 016	7/28/2023	Pinnacle Consulting Group, Inc.	District Mgmt/Facilities/Finance	<u>39,944.01</u>
Total ACH 072823 016				39,944.01
ACH 072823 017	7/28/2023	David Spaeth	Director Fees	<u>186.45</u>
Total ACH 072823 017				186.45
ACH 072823 018	7/28/2023	SWPPP Colorado, LLC	Ditch Maintenance	20,500.00
ACH 072823 018	7/28/2023	SWPPP Colorado, LLC	Storm Structure Maintenance	<u>21,440.00</u>
Total ACH 072823 018				41,940.00
ACH 072823 019	7/28/2023	Utility Notification Center of Colorado	Location Notification	<u>464.40</u>
Total ACH 072823 019				464.40
ACH 073123 001	7/31/2023	Bath Garden Center & Nursery Inc.	CEN-PCL504-PH2	<u>187,500.44</u>
Total ACH 073123 001				187,500.44
ACH 073123 002	7/31/2023	Civitas, Inc.	CEN-KPUBSE	<u>2,672.50</u>
Total ACH 073123 002				2,672.50
ACH 073123 003	7/31/2023	Felsburg Holt & Ullevig	CEN-KPRMCP	<u>8,700.00</u>
Total ACH 073123 003				8,700.00
ACH 073123 004	7/31/2023	Fort Collins Coloradoan	CEN-KPRMCP	<u>220.24</u>
Total ACH 073123 004				220.24
ACH 073123 005	7/31/2023	Harris Kocher Smith	CEN - PCL504 PH3	<u>7,173.10</u>
Total ACH 073123 005				7,173.10
ACH 073123 006	7/31/2023	Landtech Contractors, Inc.	CEN-BLAS	<u>2,807.00</u>
Total ACH 073123 006				2,807.00
ACH 073123 007	7/31/2023	McWhinney Real Estate Services, Inc	CEN-CAP	<u>806.75</u>
Total ACH 073123 007				806.75
ACH 073123 008	7/31/2023	Pinnacle Consulting Group, Inc.	CEN-BLAN-LAND	<u>1,762.50</u>
Total ACH 073123 008				1,762.50
ACH 073123 009	7/31/2023	Pinnacle Consulting Group, Inc.	CEN-BLAS	<u>862.50</u>
Total ACH 073123 009				862.50

Centerra Metropolitan District
Check/Voucher Register
From 7/6/2023 Through 9/9/2023

Check #	Check Date	Vendor Name	Transaction Description	Check Amount
ACH 073123 010	7/31/2023	Pinnacle Consulting Group, Inc.	CEN-BLKP-LAND	<u>825.00</u>
Total ACH 073123 010				825.00
ACH 073123 011	7/31/2023	Pinnacle Consulting Group, Inc.	CEN-CAP	<u>1,237.50</u>
Total ACH 073123 011				1,237.50
ACH 073123 012	7/31/2023	Pinnacle Consulting Group, Inc.	CEN-KPUBSES	<u>2,512.50</u>
Total ACH 073123 012				2,512.50
ACH 073123 013	7/31/2023	Pinnacle Consulting Group, Inc.	CEN-KPRMCP	<u>675.00</u>
Total ACH 073123 013				675.00
ACH 073123 014	7/31/2023	Pinnacle Consulting Group, Inc.	CEN-MG5S	<u>1,012.50</u>
Total ACH 073123 014				1,012.50
ACH 073123 015	7/31/2023	Pinnacle Consulting Group, Inc.	CEN-NWAR-PH2	<u>675.00</u>
Total ACH 073123 015				675.00
ACH 073123 016	7/31/2023	Pinnacle Consulting Group, Inc.	CEN-PCL301	<u>1,425.00</u>
Total ACH 073123 016				1,425.00
ACH 073123 017	7/31/2023	Pinnacle Consulting Group, Inc.	CEN-PCL504-PH2	<u>1,425.00</u>
Total ACH 073123 017				1,425.00
ACH 073123 018	7/31/2023	Pinnacle Consulting Group, Inc.	CEN-PCL504-PH3	<u>2,812.50</u>
Total ACH 073123 018				2,812.50
ACH 073123 019	7/31/2023	Daily Reporter-Herald	CEN-KPRMCP	<u>101.50</u>
Total ACH 073123 019				101.50
ACH 073123 020	7/31/2023	Times-Call Publishing Corporation	CEN-KPRMCP	<u>101.50</u>
Total ACH 073123 020				101.50
ACH 073123 021	7/31/2023	Greeley Tribune	CEN - KPRMCP	<u>104.72</u>
Total ACH 073123 021				104.72
ACH 073123 022	7/31/2023	Waterwise Land and Waterscapes, Inc.	CEN-MG5S	926.25
ACH 073123 022	7/31/2023	Waterwise Land and Waterscapes, Inc.	CEN-PCL301	10,268.76
ACH 073123 022	7/31/2023	Waterwise Land and Waterscapes, Inc.	CEN-PT	<u>926.25</u>
Total ACH 073123 022				12,121.26

Centerra Metropolitan District
Check/Voucher Register
From 7/6/2023 Through 9/9/2023

Check #	Check Date	Vendor Name	Transaction Description	Check Amount
ACH 073123 023	7/31/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>1,169.96</u>
Total ACH 073123 023				1,169.96
ACH 073123 024	7/31/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>2,624.14</u>
Total ACH 073123 024				2,624.14
ACH 080823 001	8/8/2023	Bill.com	Software - ACH	<u>146.87</u>
Total ACH 080823 001				146.87
ACH 080823 002	8/8/2023	Little Thompson Water District	Utilities - ACH	<u>43.83</u>
Total ACH 080823 002				43.83
ACH 081023 001	8/10/2023	Fort Collins-Loveland Water District	Utilities - ACH	<u>384.23</u>
Total ACH 081023 001				384.23
ACH 081023 002	8/10/2023	Fort Collins-Loveland Water District	Utilities - ACH	<u>41.97</u>
Total ACH 081023 002				41.97
ACH 081123 001	8/11/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>64.97</u>
Total ACH 081123 001				64.97
ACH 081123 002	8/11/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>266.88</u>
Total ACH 081123 002				266.88
ACH 081123 003	8/11/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>64.31</u>
Total ACH 081123 003				64.31
ACH 082423 001	8/24/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>29.20</u>
Total ACH 082423 001				29.20
ACH 082423 002	8/24/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>1,676.66</u>
Total ACH 082423 002				1,676.66
ACH 082423 003	8/24/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>1,829.65</u>
Total ACH 082423 003				1,829.65
ACH 082423 004	8/24/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>37.73</u>
Total ACH 082423 004				37.73
ACH 082423 005	8/24/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>398.56</u>
Total ACH 082423 005				398.56

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Check/Voucher Register
From 7/6/2023 Through 9/9/2023

Check #	Check Date	Vendor Name	Transaction Description	Check Amount
ACH 082423 006	8/24/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>1,157.62</u>
Total ACH 082423 006				1,157.62
ACH 082423 007	8/24/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>6,511.51</u>
Total ACH 082423 007				6,511.51
ACH 082423 008	8/24/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>35.70</u>
Total ACH 082423 008				35.70
ACH 082423 009	8/24/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>10,022.14</u>
Total ACH 082423 009				10,022.14
ACH 082423 010	8/24/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>4,454.42</u>
Total ACH 082423 010				4,454.42
ACH 082423 011	8/24/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>2,283.40</u>
Total ACH 082423 011				2,283.40
ACH 082423 012	8/24/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>1,444.42</u>
Total ACH 082423 012				1,444.42
ACH 082423 013	8/24/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>4,162.79</u>
Total ACH 082423 013				4,162.79
ACH 082423 014	8/24/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>88.79</u>
Total ACH 082423 014				88.79
ACH 082423 015	8/24/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>33.54</u>
Total ACH 082423 015				33.54
ACH 082423 016	8/24/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>1,923.28</u>
Total ACH 082423 016				1,923.28
ACH 082423 017	8/24/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>167.36</u>
Total ACH 082423 017				167.36
ACH 082423 018	8/24/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>92.05</u>
Total ACH 082423 018				92.05

Centerra Metropolitan District
Check/Voucher Register
From 7/6/2023 Through 9/9/2023

Check #	Check Date	Vendor Name	Transaction Description	Check Amount
ACH 082423 019	8/24/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>2,104.79</u>
Total ACH 082423 019				2,104.79
ACH 082423 020	8/24/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>65.91</u>
Total ACH 082423 020				65.91
ACH 082423 021	8/24/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>3,018.79</u>
Total ACH 082423 021				3,018.79
ACH 082423 022	8/24/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>68.07</u>
Total ACH 082423 022				68.07
ACH 082423 023	8/24/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>29.74</u>
Total ACH 082423 023				29.74
ACH 082423 024	8/24/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>49.38</u>
Total ACH 082423 024				49.38
ACH 082423 025	8/24/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>69.83</u>
Total ACH 082423 025				69.83
ACH 082423 026	8/24/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>1,493.79</u>
Total ACH 082423 026				1,493.79
ACH 082423 027	8/24/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>36.79</u>
Total ACH 082423 027				36.79
ACH 082423 028	8/24/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>2,493.33</u>
Total ACH 082423 028				2,493.33
ACH 082423 029	8/24/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>7.07</u>
Total ACH 082423 029				7.07
ACH 082423 030	8/24/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>30.02</u>
Total ACH 082423 030				30.02
ACH 082423 031	8/24/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>29.20</u>
Total ACH 082423 031				29.20

Centerra Metropolitan District
Check/Voucher Register
From 7/6/2023 Through 9/9/2023

Check #	Check Date	Vendor Name	Transaction Description	Check Amount
ACH 082423 032	8/24/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>879.76</u>
Total ACH 082423 032				879.76
ACH 082423 033	8/24/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>1,477.96</u>
Total ACH 082423 033				1,477.96
ACH 082423 034	8/24/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>31.53</u>
Total ACH 082423 034				31.53
ACH 082423 035	8/24/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>953.73</u>
Total ACH 082423 035				953.73
ACH 082423 036	8/24/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>49.93</u>
Total ACH 082423 036				49.93
ACH 082423 037	8/24/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>29.74</u>
Total ACH 082423 037				29.74
ACH 082423 038	8/24/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>1,355.08</u>
Total ACH 082423 038				1,355.08
ACH 082423 039	8/24/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>1,375.20</u>
Total ACH 082423 039				1,375.20
ACH 082423 040	8/24/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>2,440.71</u>
Total ACH 082423 040				2,440.71
ACH 082423 041	8/24/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>3,629.21</u>
Total ACH 082423 041				3,629.21
ACH 082423 042	8/24/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>1,692.65</u>
Total ACH 082423 042				1,692.65
ACH 082423 043	8/24/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>819.72</u>
Total ACH 082423 043				819.72
ACH 082423 044	8/24/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>31.36</u>
Total ACH 082423 044				31.36

Centerra Metropolitan District
Check/Voucher Register
From 7/6/2023 Through 9/9/2023

Check #	Check Date	Vendor Name	Transaction Description	Check Amount
ACH 082423 045	8/24/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>32.61</u>
Total ACH 082423 045				32.61
ACH 082423 046	8/24/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>31.59</u>
Total ACH 082423 046				31.59
ACH 082423 047	8/24/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>31.73</u>
Total ACH 082423 047				31.73
ACH 082523 001	8/25/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>58.04</u>
Total ACH 082523 001				58.04
ACH 082523 002	8/25/2023	City of Loveland Water & Power Dept	Utilities - ACH	<u>296.29</u>
Total ACH 082523 002				296.29
ACH 083123 001	8/31/2023	City of Loveland	CEN-NWAR-PH2	<u>11,283.63</u>
Total ACH 083123 001				11,283.63
ACH 083123 002	8/31/2023	Prairie Mountain Media	CEN - CAP	<u>158.00</u>
Total ACH 083123 002				158.00
ACH 083123 003	8/31/2023	Prairie Mountain Media	CEN - CAP	<u>158.00</u>
Total ACH 083123 003				158.00
ACH 083123 004	8/31/2023	Prairie Mountain Media	CEN - CAP	<u>161.92</u>
Total ACH 083123 004				161.92
ACH 090123 001	9/1/2023	All Sweep, Inc.	Sweeping	<u>490.00</u>
Total ACH 090123 001				490.00
ACH 090123 002	9/1/2023	Affordable Pest Control	Pest Control	<u>450.00</u>
Total ACH 090123 002				450.00
ACH 090123 003	9/1/2023	Bath Garden Center & Nursery Inc.	CEN-PCL504-PH2	<u>12,105.28</u>
Total ACH 090123 003				12,105.28
ACH 090123 004	9/1/2023	CMS Environmental Solutions, LLC	CEN - PCL504-PH2	<u>415.00</u>
Total ACH 090123 004				415.00

Centerra Metropolitan District
Check/Voucher Register
From 7/6/2023 Through 9/9/2023

Check #	Check Date	Vendor Name	Transaction Description	Check Amount
ACH 090123 005	9/1/2023	CMS Environmental Solutions, LLC	CEN - NWAR-PH2	<u>395.00</u>
Total ACH 090123 005				395.00
ACH 090123 006	9/1/2023	Susanne Durkin-Schindler	Monthly PIF/Valuations/URA Revision	<u>3,656.25</u>
Total ACH 090123 006				3,656.25
ACH 090123 007	9/1/2023	Environmental Designs, Inc.	Irrigation Repair & Upgrade	12,465.80
ACH 090123 007	9/1/2023	Environmental Designs, Inc.	Manicured Landscaping O&M	31,885.85
ACH 090123 007	9/1/2023	Environmental Designs, Inc.	Mowing and Weed Control	1,596.00
ACH 090123 007	9/1/2023	Environmental Designs, Inc.	Tree/Plant Replacement & Upgrade	<u>997.50</u>
Total ACH 090123 007				46,945.15
ACH 090123 008	9/1/2023	Fiske Electric	Lighting and Electrical O&M	<u>512.50</u>
Total ACH 090123 008				512.50
ACH 090123 009	9/1/2023	Foothills Landscape Maintenance, LLC	Mowing and Weed Control	<u>6,400.00</u>
Total ACH 090123 009				6,400.00
ACH 090123 010	9/1/2023	Fort Collins Coloradoan	CEN-CAP	<u>121.72</u>
Total ACH 090123 010				121.72
ACH 090123 011	9/1/2023	GreenEarth Midwest, LLC	Irrigation Repair & Upgrade	1,925.15
ACH 090123 011	9/1/2023	GreenEarth Midwest, LLC	Manicured Landscaping O&M	3,584.00
ACH 090123 011	9/1/2023	GreenEarth Midwest, LLC	Native O&M	<u>94.00</u>
Total ACH 090123 011				5,603.15
ACH 090123 012	9/1/2023	Haynie & Company	2022 Audit	<u>8,000.00</u>
Total ACH 090123 012				8,000.00
ACH 090123 013	9/1/2023	High Plains Environmental Center	Chapungu Hardscape/Building Maintenance	<u>787.50</u>
Total ACH 090123 013				787.50
ACH 090123 014	9/1/2023	High Plains Environmental Center	Chapungu O&M	<u>20,182.84</u>
Total ACH 090123 014				20,182.84
ACH 090123 015	9/1/2023	Icenogle Seaver Pogue, P.C.	Legal	<u>5,225.50</u>
Total ACH 090123 015				5,225.50
ACH 090123 016	9/1/2023	J-2 Contracting Co., Inc.	CEN-KPUBSE	<u>54,418.48</u>
Total ACH 090123 016				54,418.48

Centerra Metropolitan District
Check/Voucher Register
From 7/6/2023 Through 9/9/2023

Check #	Check Date	Vendor Name	Transaction Description	Check Amount
ACH 090123 017	9/1/2023	Landtech Contractors, Inc.	CEN-BLAS	<u>3,930.76</u>
Total ACH 090123 017				3,930.76
ACH 090123 018	9/1/2023	McWhinney Real Estate Services, Inc	Chapungu Hardscape/Building Maintenance	<u>494.17</u>
Total ACH 090123 018				494.17
ACH 090123 019	9/1/2023	McWhinney Real Estate Services, Inc	Site Cleanup	<u>60.24</u>
Total ACH 090123 019				60.24
ACH 090123 020	9/1/2023	McWhinney Real Estate Services, Inc	MRES Invoice	<u>4,950.00</u>
Total ACH 090123 020				4,950.00
ACH 090123 021	9/1/2023	McWhinney Real Estate Services, Inc	CEN-KPUBSE	<u>285.00</u>
Total ACH 090123 021				285.00
ACH 090123 022	9/1/2023	McWhinney Real Estate Services, Inc	Site Cleanup	<u>720.00</u>
Total ACH 090123 022				720.00
ACH 090123 023	9/1/2023	McWhinney Real Estate Services, Inc	CEN-CAP	<u>493.25</u>
Total ACH 090123 023				493.25
ACH 090123 024	9/1/2023	OLM, Inc.	Manicured Landscaping Inspection/Consulting	<u>3,784.80</u>
Total ACH 090123 024				3,784.80
ACH 090123 025	9/1/2023	Kim Perry	Director Fees	<u>184.70</u>
Total ACH 090123 025				184.70
ACH 090123 026	9/1/2023	Pinnacle Consulting Group, Inc.	CEN-BLAS	<u>825.00</u>
Total ACH 090123 026				825.00
ACH 090123 027	9/1/2023	Pinnacle Consulting Group, Inc.	CEN-CAP	<u>2,025.00</u>
Total ACH 090123 027				2,025.00
ACH 090123 028	9/1/2023	Pinnacle Consulting Group, Inc.	CEN-KPUBSE	<u>2,662.50</u>
Total ACH 090123 028				2,662.50
ACH 090123 029	9/1/2023	Pinnacle Consulting Group, Inc.	CEN-KPRMCP	<u>3,750.00</u>
Total ACH 090123 029				3,750.00
ACH 090123 030	9/1/2023	Pinnacle Consulting Group, Inc.	CEN-PCL301	<u>1,237.50</u>
Total ACH 090123 030				1,237.50

Centerra Metropolitan District
Check/Voucher Register
From 7/6/2023 Through 9/9/2023

Check #	Check Date	Vendor Name	Transaction Description	Check Amount
ACH 090123 031	9/1/2023	Pinnacle Consulting Group, Inc.	CEN-PCL504-PH2	<u>1,537.50</u>
Total ACH 090123 031				1,537.50
ACH 090123 032	9/1/2023	Pinnacle Consulting Group, Inc.	CEN-PCL504-PH3	<u>937.50</u>
Total ACH 090123 032				937.50
ACH 090123 033	9/1/2023	Pinnacle Consulting Group, Inc.	CEN-PT	<u>1,610.00</u>
Total ACH 090123 033				1,610.00
ACH 090123 034	9/1/2023	Pinnacle Consulting Group, Inc.	CEN-S5S	<u>862.50</u>
Total ACH 090123 034				862.50
ACH 090123 035	9/1/2023	Pinnacle Consulting Group, Inc.	District Mgmt/Facilities/Finance	<u>40,055.36</u>
Total ACH 090123 035				40,055.36
ACH 090123 036	9/1/2023	Ramey Environmental Compliance, Inc.	Sanitary Sewer Facility O&M	<u>793.75</u>
Total ACH 090123 036				793.75
ACH 090123 037	9/1/2023	SWPPP Colorado, LLC	Storm Structure Maintenance	<u>420.00</u>
Total ACH 090123 037				420.00
ACH 090123 038	9/1/2023	Utility Notification Center of Colorado	Utilities - Location Notification	<u>363.78</u>
Total ACH 090123 038				363.78
ACH 090123 039	9/1/2023	Washburn Land Surveying, LLC	CEN-PT	<u>1,500.00</u>
Total ACH 090123 039				1,500.00
ACH 090123 040	9/1/2023	Waterwise Land and Waterscapes, Inc.	CEN-BLKP-LAND	8,208.00
ACH 090123 040	9/1/2023	Waterwise Land and Waterscapes, Inc.	CEN-MG5S	<u>88,468.75</u>
Total ACH 090123 040				96,676.75
ACH 090823 001	9/8/2023	Tim DePeder	Director Fees	<u>186.45</u>
Total ACH 090823 001				186.45
ACH 090823 002	9/8/2023	David Spaeth	Director Fees	<u>186.45</u>
Total ACH 090823 002				<u>186.45</u>
Report Total				<u>917,128.62</u>

Contract Modifications for Board Ratification

Centerra Metropolitan District No. 1

Centerra Boyd Lake & Kendall Parkway Landscaping (CEN-BLKP-LAND)

<i>Contractor:</i> Waterwise Land and Waterscapes, Inc.	<i>Modification Date:</i> 8 /17/2023	<i>Modification Amount:</i> \$20,496.00	<i>Contract #:</i> Cnt-01105
<i>Modification Description:</i> Change Order # 4	<i>Payment Method:</i> Lump Sum	<i>District Signed Date:</i> 8 /21/2023	
<i>Modification Scope:</i> Install Nature's Prairie Turf			<i>Contractor Signed Date:</i> 8 /22/2023

<i>Contractor:</i> Waterwise Land and Waterscapes, Inc.	<i>Modification Date:</i> 8 /17/2023	<i>Modification Amount:</i> \$1,736.00	<i>Contract #:</i> Cnt-01105
<i>Modification Description:</i> Change Order # 5	<i>Payment Method:</i> Lump Sum	<i>District Signed Date:</i> 8 /21/2023	
<i>Modification Scope:</i> Irrigation Repairs			<i>Contractor Signed Date:</i> 8 /22/2023

Centerra O&M (CEN-OM)

<i>Contractor:</i> Environmental Designs, Inc.	<i>Modification Date:</i> 8 /14/2023	<i>Modification Amount:</i> \$9,555.71	<i>Contract #:</i> Cnt-00554
<i>Modification Description:</i> WO 2023-12	<i>Payment Method:</i> Lump Sum	<i>District Signed Date:</i> 8 /14/2023	
<i>Modification Scope:</i> Additional Landscape Maintenance Services			<i>Contractor Signed Date:</i> 8 /15/2023

<i>Contractor:</i> Environmental Designs, Inc.	<i>Modification Date:</i> 8 /30/2023	<i>Modification Amount:</i> \$77,989.21	<i>Contract #:</i> Cnt-00554
<i>Modification Description:</i> WO 2023-13	<i>Payment Method:</i> Lump Sum	<i>District Signed Date:</i> 9 /6 /2023	
<i>Modification Scope:</i> Landscape Enhancement Services			<i>Contractor Signed Date:</i> 9 /7 /2023

<i>Contractor:</i> On-Demand Concrete	<i>Modification Date:</i> 8 /4 /2023	<i>Modification Amount:</i> \$109,925.00	<i>Contract #:</i> Cnt-01138
<i>Modification Description:</i> CO 1 to WO 2023-01	<i>Payment Method:</i> Lump Sum	<i>District Signed Date:</i> 8 /7 /2023	
<i>Modification Scope:</i> Concrete Replacement Services Additional Scope			<i>Contractor Signed Date:</i> 8 /7 /2023

Centerra Metropolitan District No. 1

<i>Contractor:</i> Savatree, LLC	<i>Modification Date:</i> 7 /31/2023	<i>Modification Amount:</i> \$69,965.00	<i>Contract #:</i> Cnt-00843
<i>Modification Description:</i> WO 2023-01	<i>Payment Method:</i> Lump Sum	<i>District Signed Date:</i> 8 /2 /2023	
<i>Modification Scope:</i> Holiday Lighting Installation and Removal Services			<i>Contractor Signed Date:</i> 8 /9 /2023

Centerra Parcel 301 (CEN-PCL301)

<i>Contractor:</i> Waterwise Land and Waterscapes, Inc.	<i>Modification Date:</i> 8 /17/2023	<i>Modification Amount:</i> \$5,806.00	<i>Contract #:</i> Cnt-01155
<i>Modification Description:</i> Change Order # 4	<i>Payment Method:</i> N/A (Placeholder)	<i>District Signed Date:</i> 8 /21/2023	
<i>Modification Scope:</i> Replace 2 Trees, Additional Sod at Bank Corner, and Irrigation Repairs			<i>Contractor Signed Date:</i> 8 /22/2023

Centerra Precision on the Tracks (CEN-PT)

<i>Contractor:</i> Kumar & Associates, Inc.	<i>Modification Date:</i> 7 /12/2023	<i>Modification Amount:</i> \$6,145.00	<i>Contract #:</i> Cnt-00648
<i>Modification Description:</i> WO 2023-01	<i>Payment Method:</i> Time & Materials	<i>District Signed Date:</i> 8 /22/2023	
<i>Modification Scope:</i> Construction Materials Testing and Observation Services			<i>Contractor Signed Date:</i> 8 /22/2023

<i>Contractor:</i> Northstar Concrete, Inc.	<i>Modification Date:</i> 8 /24/2023	<i>Modification Amount:</i> \$540.00	<i>Contract #:</i> Cnt-00885
<i>Modification Description:</i> Change Order # 1	<i>Payment Method:</i> Unit Price	<i>District Signed Date:</i> 8 /25/2023	
<i>Modification Scope:</i> Removal of Curb & Gutter			<i>Contractor Signed Date:</i> 8 /25/2023

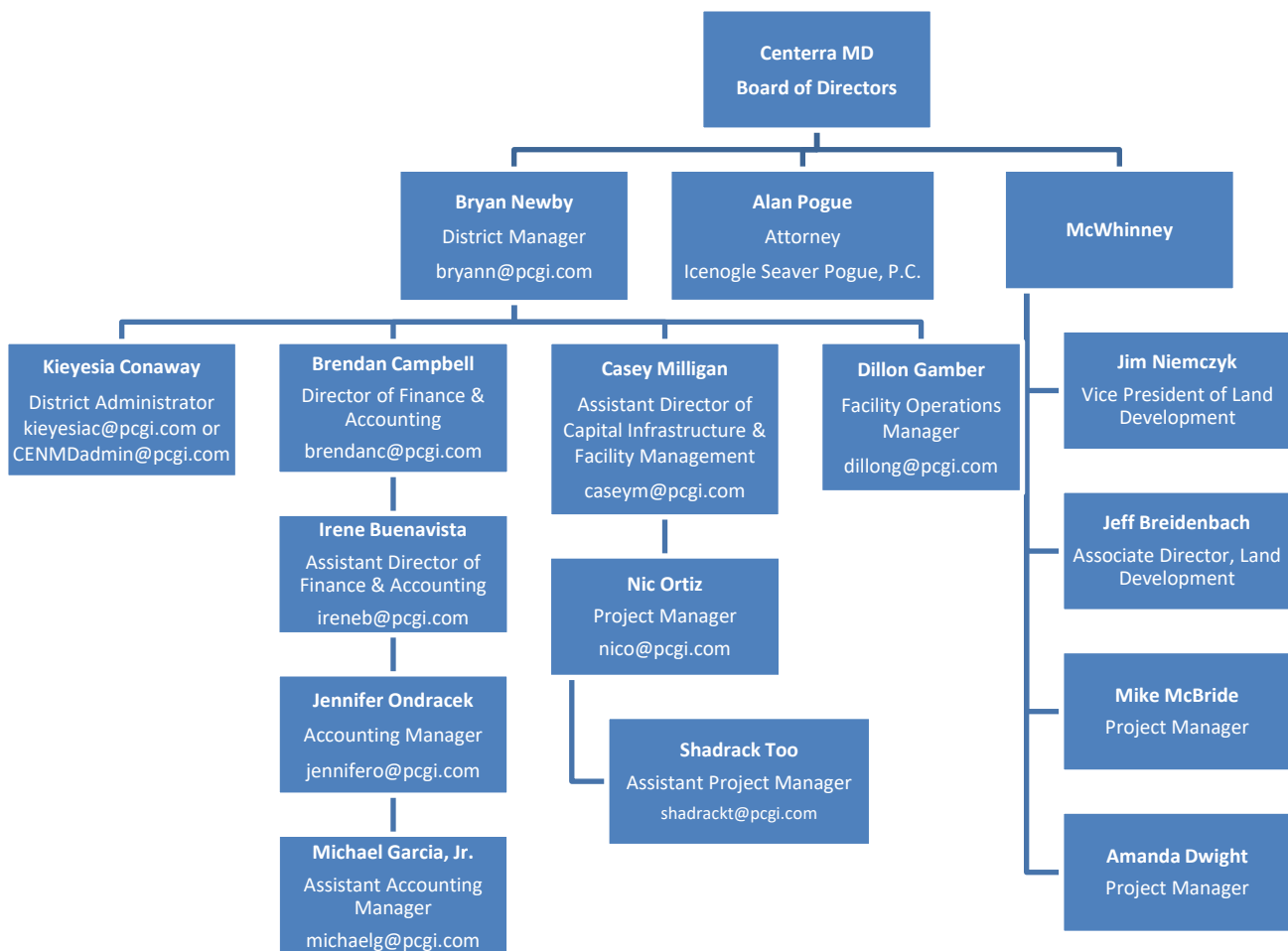
<i>Contractor:</i> Washburn Land Surveying, LLC	<i>Modification Date:</i> 7 /7 /2023	<i>Modification Amount:</i> \$1,500.00	<i>Contract #:</i> Cnt-01318
<i>Modification Description:</i> WO 2023-01	<i>Payment Method:</i> Lump Sum	<i>District Signed Date:</i> 8 /22/2023	
<i>Modification Scope:</i> Survey and Staking Services.			<i>Contractor Signed Date:</i> 8 /22/2023



To: Centerra Metropolitan District Board of Directors
 From: Pinnacle Consulting Group, Inc.
 Subject: Managers' Report
 Board Meeting Date: September 21, 2023

General District Matters

- **Primary Contact:** Please contact Bryan Newby, District Manager, at bryann@pcgi.com or cenmdadmin@pcgi.com for any District matters which include operations, Board of Directors relations, financial management, compliance, and constituent relations.
- **Client Service Team:** Periodically throughout the year, Pinnacle Consulting Group, Inc. adjusts internal client assignments to ensure staff caseloads are appropriate and to ensure subject matter experts are appropriately assigned to support with all aspects of District Management. Meet your Pinnacle Team:



Centerra Metropolitan District Nos. 1-5
 c/o Pinnacle Consulting Group, Inc.
 Main office located at 550 W. Eisenhower Blvd., Loveland, CO 80537
 Phone: (970) 685-2770
 Email: cenmdadmin@pcgi.com

Serving our clients and community through excellent dependable service.

- **District Matters:** The District’s management team executed District matters since the August 3, 2023, Board meeting. Monthly, District management provides the following services:
 - Adheres to administrative and compliance matters.
 - Processes monthly payables and financial reports.
 - Oversees District budget and operational expenditures.
 - Oversees District operations per the approved Service Plan and District needs.
 - Collaborates with legal counsel on legal matters.
 - Oversee preparation and distribution of board packets including agenda, minutes, reports, contracts, and agreements prior to board meetings.
 - The Manager consistently communicates with the Board including periodic status reports at each board meeting.

- **Management & Administration Updates & Activities:** Recently the District’s management team has prioritized the following items:
 - Management met with McWhinney marketing representatives Pam Avirett and Navannah Tischhauser to discuss how to inform the public of Centerra’s Sustainable Landscape Designation achievement using the platforms currently available to the District.
 - Management has identified dates and times to conduct the SB23-110 public meeting. We are in the process of reaching out to the Boards to confirm scheduling availability. Following confirmation of scheduling, we will post the required information to the website for public notice and begin preparations for the meeting.
 - 2024 Budgets are being drafted and a budget review session with select Board members is being planned in preparation for the anticipated November 16th Budget Hearing.

- **Conference Calls/Coordination Meetings:** District Management attended the McWhinney Districts Conference Call on September 6, 2023, where we discussed processes, procedures, and outlook regarding the IGA amendment between Kinston Metropolitan District and Centerra Metropolitan District as it relates to future capital development.

- **Website Analytics:** Website analytics allows management to review website activity throughout the year.

Last Month	YTD
44 Visits	388 Visits
42 Unique Visitors	343 Unique Visitors
110 Page Views	952 Page Views

- **Compliance Matters:** Annually, District Management ensures the District meets required statutory responsibilities and tracks compliance accordingly.

Compliance Matters	Responsible	Due Date	Completion
File Boundary Map	PCGI	01/01/2023	Completed
Post Transparency Notice	PCGI	01/15/2023	Completed
File Certified Copy of Adopted Budget	PCGI	01/31/2023	Completed
Renew SDA Membership	PCGI	03/01/2023	Completed
File Audit Exemptions	PCGI	03/31/2023	Completed
Submit Audit to Governing Board	PCGI	06/30/2023	Completed
File Annual Report	PCGI	10/01/2023	

Centerra Metropolitan District Nos. 1-5
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Serving our clients and community through excellent dependable service.

Draft 2024 Budgets Distributed to Board of Directors	PCGI	10/15/2023	
Renew Property & Liability Insurance	PCGI	12/01/2023	
Certify Mill Levies	PCGI	12/15/2023	
Adopt Budget	PCGI	12/31/2023	
Ensure Website Compliance	PCGI	12/31/2023	
Payables	PCGI/Board	Monthly	Sent to Board third week of the month

Operations & Maintenance Updates & Activities

- **Budget and Contract Notes:**
 - PCGI management team monitoring O&M budget allowances as we approach the end of 2023. Repair and replacement reserve will be used to cover large costs in paved street/sidewalk budget and monumentation sign budget. Snow events in Oct-Dec could cause overage in snow removal allowances – will continue to monitor and communicate on status
 - Oct. – Dec. 2023 snow removal contracts in process with vendors (Green Earth, EDI) - will be executed by Oct. 1st.

- **Updates:**
 - Large concrete repair and replacement project was completed week of Sept. 11th by On Demand Concrete in various areas of district sidewalk (R&R reserve project)
 - Retrofit of neon to LED lighting at Motorplex monument signs completed in August by Fiske Electric (R&R reserve project)
 - New landscaping maintenance scope from projects at Boyd Lake and 15th and Boyd Lake and Kendell was transitioned from install warranty maintenance to district maintenance in early September
 - Final ROW and field mowing services for season to be completed week of Sept. 25th
 - EDI and Green Earth completed various tree and plant replacements in early September (Motorplex, Boyd Lake Ave, Cen Pkwy and RMA areas)



Centerra Metropolitan District Nos. 1-5
 c/o Pinnacle Consulting Group, Inc.
 Main office located at 550 W. Eisenhower Blvd., Loveland, CO 80537
 Phone: (970) 685-2770
 Email: cenmdadmin@pcgi.com

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To: Centerra Metropolitan District Board of Directors
 From: Pinnacle Consulting Group, Inc.
 Subject: District Capital Infrastructure Project Report
 Board Meeting Date: September 21, 2023

BIDDING

1. Kendall Parkway, Rocky Mtn. to Centerra Pkwy (CFS #19)
 - The scope includes the roadway improvements to Kinston Parkway from Centerra Parkway to the Mobility Hub on the west side of the I-25 underpass.
 - A pre-bid meeting took place on July 10, 2023 with a bid opening on July 31, 2023. Bid results will be presented at the September board meeting.
2. Millennium East 13th Public Infrastructure
 - This project consists of public infrastructure to support the residential lots that make up Millennium East 13th Subdivision.
 - A pre-bid meeting took place on September 1, 2023 with a bid opening scheduled for September 29, 2023. The bid results will be presented at the October board meeting.
3. Regional Detention Pond Public Infrastructure
 - This project consists of the regional pond grading and storm sewer improvements to support future development.
 - A pre-bid meeting took place on September 1, 2023 with a bid opening scheduled for September 29, 2023. The bid results will be presented at the October board meeting.
4. Centerra Parkway Traffic Signals
 - This project consists of traffic signals at the intersections of Kinston Parkway and Centerra Parkway and Centerra Parkway and Elk River Drive.
 - A pre-bid meeting took place on September 15, 2023 with a bid opening scheduled for September 29, 2023. The bid results will be presented at the October board meeting.

CONSTRUCTION

5. Kendall Parkway Underpass/Bus Stop Enhancements (CFS #13)
 - The scope includes enhancements to the pedestrian tunnel and the mobility hub at Kendall Parkway and I-25.
 - J-2 Contracting and Civitas are working through the design review of the wall panels with completion of the project anticipated in the spring of 2024.
6. Precision on the Tracks (CFS #17)
 - The scope includes landscaping, irrigation, and concrete sidewalks adjacent to Byrd Drive and Precision Drive.
 - Northstar Concrete has started construction of the concrete sidewalks and anticipates completion in September.
 - A construction contract with Waterwise Land and Waterscapes has been finalized and construction is anticipated to start in September with completion in October.

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7. Myers Subdivision Landscaping and Sidewalk (CFS #18)
 - The scope includes landscaping, irrigation, and concrete sidewalks adjacent to Precision Drive.
 - A construction contract with Northstar Concrete has been finalized and construction is anticipated to start in the spring of 2024.
 - A construction contract with Waterwise Land and Waterscapes has been finalized and construction is anticipated to start in the summer of 2024.

8. Myers Group 5th Subdivision Landscaping (CFS #5)
 - The scope includes landscaping and irrigation along Byrd Drive, Precision Drive, and I-25 Frontage.
 - Waterwise Land and Waterscapes has completed the landscaping and irrigation on the I-25 frontage and is working on installation of the irrigation system along Byrd Drive and Precision Drive. Completion is anticipated in September.

9. Centerra Parcel 301 Public Landscaping (CFS #9)
 - The scope includes landscaping and irrigation adjacent to 15th Street and Highway 34.
 - An initial acceptance walk-through with the Waterwise Land and Waterscapes, City of Loveland, and the Centerra DRC took place on August 3, 2023. Waterwise is working on correction of the punch list items which are anticipated to be completed in September of 2023.

10. Parcel 504 Phase 2 Public Infrastructure (CFS #10)
 - The scope includes water, storm sewer, and roadway improvements to Hopper Lane, Kendall Parkway and Sky Pond Drive.
 - An initial acceptance walk-through with the City of Loveland and Connell Resources took place on March 3, 2023. Connell has corrected all punch list items and the District is awaiting the initial acceptance letter from the City of Loveland.

11. Parcel 504 Phase 2 Public Landscaping (CFS #10)
 - The scope includes landscaping and irrigation on Sky Pond Drive, Kendall Parkway, and the Central Green.
 - An initial acceptance walk-through of the landscaping with Bath, MRES, and the Centerra DRC took place on August 22, 2023. Bath is working on correction of the punch list items which are anticipated to be completed in September of 2023.
 - Bath and Kahar Plumbing are working on the fireplace install with completion anticipated in September of 2023.

WARRANTY

12. Boyd Lake Avenue South Landscaping (CFS #7)
 - A final acceptance walkthrough with Landtech, EDI, and Pinnacle took place on August 28, 2023. Landtech is working on correction of the punch list items which are anticipated to be completed in September of 2023.

13. Kendall Parkway and Boyd Lake Avenue Landscaping (CFS #15)

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- A final acceptance walkthrough with Waterwise Land and Waterscapes, Green Earth, and Pinnacle took place on August 30, 2023. Waterwise is working on correction of the punch list items which are anticipated to be completed in September of 2023.
14. Parcel 301 Public Infrastructure (CFS #9)
- City streets/storm warranty period expires on January 7, 2024. Final acceptance will be requested in December 2023.
 - City water/sewer warranty period expires on July 29, 2024. Final acceptance will be requested in June of 2024.
15. Boyd Lake Avenue South (Hwy 34 to GLIC) (CFS #7)
- City streets/storm warranty period expired on December 23, 2022. A final acceptance walk took place on November 4, 2022, and punch list items were identified. The contractor has completed the punch list items and the District is awaiting the final acceptance letter from the City of Loveland.
 - City water/sewer warranty period expired on March 18, 2023. Final acceptance has been requested.
16. Savanna 5th Subdivision Public Infrastructure (CFS #6)
- City streets/storm warranty period expired on December 4, 2022. A final acceptance walk took place on November 4, 2022, and punch list items were identified. The contractor has completed the punch list items and the District is awaiting the final acceptance letter from the City of Loveland.
 - City water/sewer warranty period expired on January 4, 2023. Final acceptance has been requested.
17. Northwest Arterial Roadways Ph 2 Public Infrastructure (CFS #4)
- City streets/storm warranty period expired on September 15, 2022. A final acceptance walk took place on November 16, 2022, and punch list items were identified. The contractor is coordinating repairs of the punch list items and will request acceptance upon completion.
 - City water/sewer final acceptance was received on October 12, 2022.
18. Savanna 2nd/Kendall Parkway Phase 2 (Mainstreet to Rocky Mountain Ave) Public Improvements (CFS #2)
- A final acceptance walk with the City of Loveland for streets/storm has taken place and punch list item have been identified. The contractor is coordinating repairs of the punch list items and will request acceptance upon completion.

 **PINNACLE**
CONSULTING GROUP, INC.
Parcel 504 Phase 2 Landscaping



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 **PINNACLE**
CONSULTING GROUP, INC.
Parcel 301 Landscaping



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<i>TO:</i>	Centerra Metropolitan District Board of Directors
<i>FROM:</i>	Irene Buenavista, Assistant Director of Finance and Accounting Pinnacle Consulting Group, Inc.
<i>SUBJ:</i>	Financial Memo
<i>DATE:</i>	9/14/2023

URA Revenue:

Collection Month (Net URA Revenue)	2022	2022 % Collected YTD	2023	2023 % Collected YTD	% Variance
January	309,963	2%	275,726	2%	0%
February	5,592,822	37%	4,851,577	29%	-8%
March	1,008,187	43%	1,436,922	37%	-7%
April	7,457,586	90%	8,246,286	83%	-8%
May	934,481	96%	1,226,667	89%	-7%
June	432,848	99%	1,824,395	100%	1%
July	-	99%	33,584	100%	1%
August	177,294	100%	38,653	100%	0%
Totals	14,368,557	90%	17,933,810	100%	10%
Budgeted Revenue	15,935,211		17,930,579		

PIF Revenue:

Collection Month	2022	2023	Variance Incr/(Decr)	% Variance
January	374,991	377,878	2,887	1%
February	163,460	195,631	32,172	20%
March	226,678	203,712	(22,966)	-10%
April	250,065	255,146	5,081	2%
May	230,767	243,967	13,200	6%
June	240,427	242,863	2,436	1%
July	228,127	245,638	17,511	8%
August	263,648	256,272	(7,375)	-3%
Totals	1,978,162	2,021,106	42,944	2%

Offices Located in Loveland and Denver

Main office located at 550 W. Eisenhower Blvd., Loveland, CO 80537

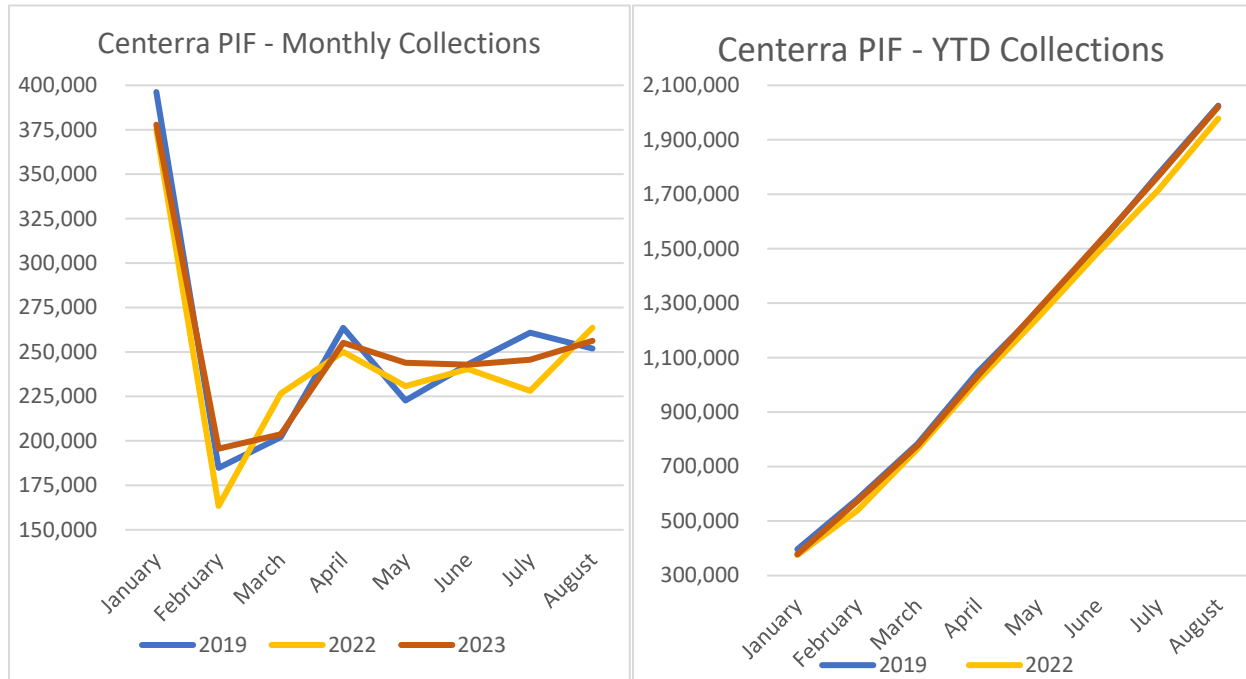
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- PIF Revenue is only retained by the District for PIF collection fees and debt service payments if necessary. The District releases unused PIF collections to the Centerra Public Improvement Collection Corp. in September and December. The amount to be released in September is \$2,060,020.



Financial Highlights

- Operating expenses are anticipated to be under budget by \$161k for the year. Cost savings are attributed to unused maintenance cost, election, and engineering budgets.
- Based on current assumptions, capital projects expenses are expected to be under budget by \$230k.

Finance and Accounting Projects

- 2024 Budgets are in process. Draft budgets will be provided to the board by the 10/15 statutory deadline. Upcoming deadlines for District budgets:
 - August 25th – Deadline for County Assessors to provide preliminary assessed valuations.
 - October 15th – Deadline to provide proposed budgets to the Board.
 - December 10th – Deadline for County Assessors to provide final assessed valuations.
 - December 15th – Deadline to certify mill levies.
 - January 31st – Deadline to file adopted budgets with the State.

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**FIRST AMENDED RESOLUTION OF
THE BOARD OF DIRECTORS OF
CENTERRA METROPOLITAN DISTRICT NO. 1
REGARDING DISTRICT FACILITIES**

WHEREAS, Centerra Metropolitan District No. 1 (the “District”) is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, pursuant to § 32-1-1001(1)(m), C.R.S., the District’s Board of Directors (the “Board”) has authority to adopt, amend, and enforce rules and regulations not in conflict with the constitution and laws of the State of Colorado for carrying on the business, objects, and affairs of the Board and of the District; and

WHEREAS, pursuant to Colorado law and the District’s Service Plan, the District has the power to provide for parks and recreational facilities and programs and is empowered to regulate the use of and access to property it owns pursuant to § 32-1-1001(1)(f), C.R.S.; and

WHEREAS, the District owns, operates and maintains Park and Recreation Facilities at the District for the use and benefit of its residents, taxpayers, and the public (the “Park and Recreation Facilities”); and

WHEREAS, to preserve and protect District property, prevent and assure accountability for damage, and to provide for the safety of visitors, the District’s Board adopted, on June 15, 2023, that certain Resolution of the Board of Directors of Kinston Metropolitan District No. 1 Regarding District Facilities (the “Resolution”), which included, among other exhibits, Rules for Public Use of the Park attached thereto as Exhibit A (“Park Use Rules”) and Application First Amendment Demonstration Permits attached thereto as Exhibit C (“First Amendment Demonstration Permit Application”); and

WHEREAS, in an effort to further protect property and promote safety and order at the Park and Recreation Facilities, the District desires to amend its First Amendment Demonstration Permit and Park Use Rules attached to the Resolution, as provided herein.

NOW, THEREFORE, the Board of Directors of the District resolves as follows:

1. First Amendment Demonstration Permits. The First Amendment Demonstration Permit is hereby amended to reflect a change in the security and parking requirements and fee schedule for the promotion of safety and order and protection of property. The Amended Application for First Amendment Demonstration Permit is attached hereto as Exhibit A (the “Amended Application”) and replaces in its entirety the First Amendment Demonstration Permit Application attached as Exhibit C to the Resolution. The Amended Application is required for any events involving protests, marches and/or any other form of protected speech activity, and must be submitted and processed in advance of any event for which a permit is required.

2. Rules for Public Use of Park. The Park Use Rules are hereby amended to reflect changes to carrying and use of firearms and weapons within the District’s Park and Recreation

Facilities. The amended Park Use Rules are attached hereto as Exhibit B and replace, in its entirety, the Park Use Rules attached as Exhibit A to the Resolution.

3. Effective Date. This Resolution shall take effect on the date and at the time of its adoption. Except as otherwise provided herein, the terms, conditions and exhibits set forth in the Resolution remain in full force and effect.

[REMAINDER OF PAGE LEFT BLANK]

ADOPTED AND APPROVED THIS 21st DAY OF SEPTEMBER, 2023.

CENTERRA METROPOLITAN DISTRICT NO. 1

By: Kim L. Perry, President

EXHIBIT A

First Amendment Demonstration Permit

Centerra Metropolitan District No. 1
Application for First Amendment Demonstration Permit
___ Park

Centerra Metropolitan District No. 1 (the “District”) allows events and peaceful assembly at District Park and Recreation Facilities. To preserve and protect District property, prevent and assure accountability for damage, and provide for the safety of visitors, the District manages organized activities through a permit system. Permits control aspects of the planned activity such as date, time, location, and number of participants. The content of what permit-holders have to say is NOT regulated.

Submission of this application does not constitute approval or permission. You (“Permittee”) will be notified of the disposition of the application and the necessary steps to secure your permit. (Note: Permittee may be required to provide proof of liability insurance, in addition to other requirements.) In submitting this Application and if approved, the Permittee has read and agrees that Permittee and all attendees will abide by the Park Use Rules and Facility Rules.

Permits are required for events and demonstrations such as rallies, picketing, speechmaking, marching, or similar activities that primarily involve communication or expression of views or grievances (a “Special Event”).

If approved, Permittee agrees to pay:

25 participants or less - \$250/day Special Event Fee
26 participants or more - \$500/day Special Event Fee

The Special Event Fee is due upon signing this Permit Agreement and will secure the Special Event date. The balance of Damage Deposit is due no later than **seven (7) days prior to the Event**.

\$500 Refundable Damage Deposit.

The Damage Deposit will be returned after completion of the Event, if the Permit Area is cleaned and restored to the condition it was in prior to the Special Event. If the Permit Area is not properly cleaned or restored, the Damage Deposit or portion thereof shall be applied to the costs of clean-up, and Permittee will be billed the actual costs of clean-up. Any unused portion of the Damage Deposit will be returned to Permittee.

The District reserves the right to require Permittee to provide security and/or parking management services for the Special Event based upon the number of anticipated attendees at the Special Event. For purposes of this Special Event, Permittee **is / is not** (*circle one*) required to provide security and/or parking management services.

Please supply the information requested below and attach additional sheets, if necessary.

Applicant (Representative) Name:	Entity/ Organization Name:
Address:	Address:
City/State/Zip Code:	City/State/Zip Code:
Telephone:	Telephone:
Cell:	Cell:
Email:	Email:
Please describe proposed Special Event (attach diagram / site plan):	
Date of Special Event:	
Special Event start:	Special Event end:

Tear-down will be completed:		
Number of attendees (please provide an estimate):		
Please describe clean-up and removal of trash, animal waste, and recyclables during and after the Special Event:		
Please describe any additional permits you have or will obtain for the Special Event:		
Do you require use of the stage?	Y	N
Will the Special Event require road closures?	Y	N

WAIVER, RELEASE AND INDEMNIFICATION

For an activity or event for which a permit is issued, proposed to be held, or actually held in District Park and Recreation Facilities, the Permittee shall defend, indemnify, and hold harmless the District, its officers, employees, agents and assigns, individually and collectively against any losses, damages, liabilities, claims, suits, actions, causes of action, costs and expenses of any kind whatsoever that may be suffered, incurred, or sustained by Permittee or for which the District its officers, employees, agents and assigns, individually and collectively may become liable resulting from, arising out of, or relating to the activity or event. The Permittee hereby releases, waives, discharges and covenants not to sue the District, its officers, employees, agents and assigns, individually and collectively for any claim, demand, action, cause of action, or damages the Permittee has or may have arising out of or related to the permitted use of the District Park and Recreation Facilities by the Permittee.

Applicant Name (Print): _____

Applicant Signature: _____ Date: _____

Completed application must be accompanied by the damage deposit in the form of a cashier’s check or money order in the amount indicated on the Permit Agreement, made payable to Centerra Metropolitan District.

Submit your completed application to: sarahbromley@pcgi.com If your request is approved, a permit will be sent to the person designated on the application.

The permit must be signed and returned prior to the event.

FOR OFFICIAL USE ONLY:

[insurance, noise, alcohol, fencing, security, coordination with City, etc.]

EXHIBIT B
Park Use Rules

Park Use Rules

1. **Applicability of Laws.** In addition to existing local, state and federal laws, hereunder enumerated are the laws of the Park and Recreation Facility.
2. **Injury to Property and Plants.** No person shall abuse, deface, damage, remove, destroy, or vandalize any property, sculptures and related fixtures, or other features within the Park and Recreation Facility, nor shall any person injure or gather trees, shrubs, plants, or other growing items within the Park and Recreation Facility.
3. **Signs and Notices.** No person shall deface or injure any signs or notices placed in the Park and Recreation Facility by the Districts, the City, or any other governmental entity.
4. **Trash and Dumping of Trash/Refuse.** All litter, trash, recycling and debris must be properly disposed of. Dumping of refuse generated offsite is prohibited. Any trash or debris that cannot be placed inside a trash receptacle must be removed from the property by the user(s).
5. **Wading and Swimming.** Any wading or swimming in any fountain or man-made water feature located within the Park and Recreation Facility will be subject to such rules, regulations, and restrictions as the Districts may post on signs located adjacent to the water feature(s). Wading or swimming in any natural ponds, streams, drainage swales or similar is strictly prohibited.
6. **Pets.** All pets in the Park and Recreation Facility must be on a leash and under the control of the owner at all times. All pet waste must be immediately removed in appropriate pick-up bags by the owner.
7. **Sales, Solicitations, and Advertising.** Unless otherwise granted a permit by the Districts or Manager, no person shall sell or offer for sale any goods or services in the Park and Recreation Facility, nor shall any person advertise, solicit for any purpose, or display any sign within any portion of the Park and Recreation Facility.
8. **Fireworks, Fires or Open Flames, Model Rockets.** Discharge or use of projectiles or fireworks is prohibited. Open flames, grills, and candles are prohibited, subject to permitting.
9. **Weapons and Firearms.** The use, display, or brandishing of firearms and/or deadly weapons within the park is prohibited except as otherwise permitted by applicable local and state law. Possession and carrying of any weapon or firearm is regulated by local and state laws and ordinances.
10. **Alcoholic Beverages.** Unless properly permitted by state law and approved by Manager in connection with an Event, no person shall consume or sell alcoholic beverages in any portion of the Park and Recreation Facility.
11. **Vehicles and Traffic.** Unless granted a permit in connection with an approved Event, no motorized vehicles including but not limited to golf carts, automobiles, motorized scooters, motorized skateboards, hoverboards, motorized bicycles, mopeds, and motorcycles, shall be allowed in the Park and Recreation Facility except those operated by the Districts and appropriate law enforcement agencies. Bicycles and non-motorized scooters shall be permitted only in

specifically designated areas and shall be operated at all times with reasonable care for the safety of others.

12. **Glass.** Glass is not permitted in any form in the Park and Recreation Facility.
13. **Possession of Illegal Drugs or Paraphernalia; Public Consumption of Marijuana Products.** In addition to existing state and federal laws, the possession of any illegal drug, substance or drug paraphernalia is prohibited. The public consumption of any marijuana product is prohibited.
14. **Amplification and Noise.** Amplified sound is prohibited, unless otherwise granted by a permit from the Districts or Manager.
15. **Disposables.** Balloons, birdseed, rice, and confetti are prohibited.
16. **Disruption of District Business.** Disruption of any District business, event, or other sponsored activity is prohibited.
17. **Structures.** No overnight camping, tents, enclosures, or other unpermitted structures such as air castles, pools, or water slides unless otherwise permitted by the District.
18. **Enforcement.** The District will advise City of Loveland Police Department of the Park Use Rules. The District shall take steps to enforce the rules as appropriate.
19. **Park and Recreation Facilities Hours.** Unless modified by the Districts or Manager for Events or other coordinated activities, the Park and Recreation Facilities shall be open daily to the general public between the hours of 8:00 a.m. and 10:00 p.m.
20. **Permits/Licenses & Facility Rules.** Permits and/or licenses are required for private events held in the Park and Recreation Facilities and must be in compliance with District's Park Use and Facility Rules. For events involving protests, marches, and/or any other form of protected speech related activity, the Application for First Amendment Demonstration Permit must be submitted in advance of any applicable event. For any other event, the Event License Agreement must be submitted in advance of such event. The permit and/or license may require a non-refundable application fee and a refundable damage deposit. Permits/licenses are not transferrable and must be in the possession of the license/permit holder during the event. Event organizers are required to obtain all applicable permits (e.g., noise, alcohol, street closure) from applicable jurisdictions (e.g., the City of Loveland) and must comply with all applicable state and local statutes, ordinances, rules and regulations. The permit/license holder is responsible for the actions of event attendees.
 - i. **Security Deposit.** A refundable damage deposit is required for all events. The Damage Deposit will be returned following completion of the event if the property used is cleaned and restored to the condition it was in prior to the event. If the property used is not properly cleaned or restored, the Damage Deposit or portion thereof shall be applied to the costs of clean-up, and the permit/license holder will be billed the actual costs of clean-up. Any unused portion of the Damage Deposit will be refunded.

- ii. **Parking Control.** The permit/license holder is responsible for parking control measures as may be required by the event size, District, Manager, City of Loveland and event permit/license agreement.
- iii. **Insurance.** The District may require commercial general liability insurance and other insurance coverage for any event held at the Park and Recreation Facilities.
- iv. **Security.** The District may require security services for events, including, but not limited to, large events, events involving provision of alcohol, or events creating significant risk of injury to person or property to ensure public safety.

**FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT REGARDING
ALLOCATION OF COSTS OF PUBLIC IMPROVEMENTS**

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT REGARDING ALLOCATION OF COSTS OF PUBLIC IMPROVEMENTS (the “First Amendment”) is made and entered into this 21st day of September, 2023 (the “Effective Date”), by and between KINSTON METROPOLITAN DISTRICT NO. 1 (the “Kinston District”) and CENTERRA METROPOLITAN DISTRICT NO. 1 (the “Centerra District”), quasi-municipal corporations and political subdivisions of the State of Colorado. The Kinston District and Centerra District are individually referred to herein as the “District” or the “Party,” and collectively referred to herein as the “Districts” or the Parties.”

RECITALS

WHEREAS, on February 20, 2020, the Parties entered into an Intergovernmental Agreement Regarding Allocation of Costs of Public Improvements (the “Agreement”) for the purpose of consolidating all understandings and commitments between the Districts relating to the allocation of costs associated with the construction, installation, operations and maintenance of certain Improvements that will mutually benefit the Kinston Development and the Centerra Development; and

WHEREAS, unless otherwise defined herein, capitalize terms shall have the meaning given to them in the Agreement; and

WHEREAS, pursuant to Paragraph 3 of the Agreement, the Agreement may be amended from time to time by written agreement executed by both Districts; and

WHEREAS, pursuant to Paragraph 1 of the Agreement, if the Districts determine that a Kinston Project will benefit the Centerra Development, the Districts will allocate the costs associated with the Kinston Project between the Districts in an Addendum to the Agreement, which Addendum will include, but not be limited to, the methodology used in determining the allocation of costs between the Districts, the terms for the Centerra District to reimburse the Kinston District for the Centerra District’s share of the allocated costs, and any other provisions the Districts deem necessary; and

WHEREAS, the Districts have determined that certain Kinston Projects may be constructed by the Centerra District with reimbursement from the Kinston District for the Kinston District’s allocated share of costs; and

WHEREAS, the Parties have negotiated and desire to enter into this First Amendment, to provide for either the Kinston District or the Centerra District to construct certain Kinston Projects, which will mutually benefit the Kinston Development and the Centerra Development, with reimbursement to be received from the non-constructing Party.

COVENANT AND AGREEMENT

1. Allocation of Costs of Improvements. The Parties hereby amend and restate Paragraph 1 of the Agreement in its entirety as follows:

The Districts hereby agree to review and analyze the costs associated with the development of the Kinston Development on a project by project basis (each project, a “Kinston Project”) to determine if the Kinston Project will mutually benefit the Kinston Development and the Centerra Development. If the Districts determine that a Kinston Project will mutually benefit the Kinston Development and the Centerra Development, the Districts shall allocate the costs associated with the Kinston Project between the Districts, with such allocation of costs to be set forth in a mutually executed Addendum to this Agreement. Such Addendum shall include, but not be limited to: (i) a description of the Kinston Project; (ii) the District responsible for the construction of the Kinston Project (the “Constructing District”); (iii) the District responsible for reimbursement of its allocated share of costs of the Kinston Project to the Constructing District (the “Reimbursing District”); (iv) the cost of the Kinston Project; (v) the methodology used in determining the allocation of costs between the Districts for the Kinston Project; (vi) the payment terms for the Reimbursing District to reimburse the Constructing District for its share of the allocated costs, and (vii) any other provisions the Districts deem necessary.

2. Entire Agreement. Except as otherwise provided herein, the terms and provisions of the Agreement shall remain valid and in full force and effect. The Agreement and this First Amendment constitute and represent the entire, integrated agreement between the Districts with respect to the matters set forth therein and herein, and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to those matters, whether written or oral. This First Amendment shall become effective upon the Effective Date.

3. Counterparts. This First Amendment may be executed in one or more counterparts, either electronically or by original signature, each of which shall be deemed an original and together shall constitute one and the same instrument.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to be effective as of the Effective Date.

**KINSTON METROPOLITAN DISTRICT
NO. 1**

By: _____
Tim DePeder, Vice President

**CENTERRA METROPOLITAN DISTRICT
NO. 1**

By: _____
Kim L. Perry, President